

REAL ESTATE CONTRACT
SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SAUNG ZIN PARK, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.157 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 124A); and

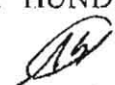
Waterline easement interest in and across all of that certain 0.3553 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 124A--WE);and


Temporary construction easement interest in and across all of that certain 0.5329 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described as shown on the sketch which accompanies the property description in Exhibit "B", attached hereto and incorporated herein (Parcel 124A--TCE)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.


**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property described in Exhibit "A" shall be the sum of THREE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED FORTY SIX and 00/100 Dollars (\$328, 846.00). 

2.01.1. The purchase price for the waterline easement and temporary construction easement described in Exhibit "B" shall be the sum of THIRTY TWO THOUSAND AND SIX HUNDRED THIRTY FOUR and 00/100 Dollars (\$32,634.00) 

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 days after the closing of this transaction it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property. 

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before May 15, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A", and deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement, both free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C" attached hereto. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record;" and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

SELLER:

Saung Zin Park
Saung Zin Park

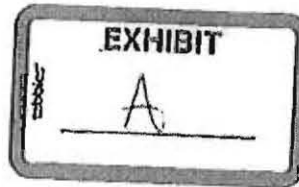
Date: 4/19/10

Address: 902 N. Brevard St
Fort Stockton, TX
79738

PURCHASER:

COUNTY OF WILLIAMSON
By: *Dan A. Gattis*
Dan A. Gattis, County Judge
Date: 05-19-2010

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



Page 1 of 4
March 7, 2007

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSJ: 0440-02-012

Legal Description Parcel 124A

BEING a 2.157 acre (93,956 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 2.170 acre tract of land is out of and a part of Lot 13, Block A (12.20 acres) of Berry Creek Section Five Phase One, a plat of which is recorded in Cabinet Z, Slides 235-238, of the Plat Records of Williamson County, Texas, a plat map recording sheet showing Wood Road Properties, Rogers Equipment Company, and Westover Venture as Dedicator was recorded November 16, 2004 as Document No. 2004088880 of the Williamson County Official Public Records, said 2.157 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the northwest corner of the above referenced Lot 13, said rod is also the southwest corner of a 10.0334 acre tract of land conveyed by Vicki L. Sybert to John T. and Patricia K. Hardage Trust by deed recorded April 10, 1995 in Volume 2704, Page 944, of the Official Records of Williamson County, Texas, said rod is located 582.11 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1720+87.10;

THENCE North 69° 11' 53" East with the common line of Lot 13 and the 10.0334 acre tract for a distance of 472.29 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set, said rod being in the proposed west right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 125.48 feet right of Proposed SH 195 Baseline Station 1722+13.63;

1. THENCE North 69° 11' 53" East continuing with said common line for a distance of 140.13 feet to a calculated point in the existing west right of way line of SH 195 for the northeast corner of the herein described tract, from which a found 1/2 inch iron rod bears North 69° 11' 53" East a distance of 0.70 feet;
2. THENCE South 32° 02' 49" East with the existing west right of way line of SH 195 as dedicated by the aforementioned plat for a distance of 769.28 feet to a calculated point in the south line of said Lot 13 and the north line of Lot 12, Block A of said subdivision;

A handwritten signature in black ink, appearing to be the initials "A" followed by a flourish.

EXHIBIT _____

3. THENCE South $69^{\circ} 32' 57''$ West with the common line of Lot 13 and Lot 12 for a distance of 116.66 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed west right of way line of SH 195, said rod is located 122.31 feet right of Proposed SH 195 Baseline Station 1729+91.33;
4. THENCE North $32^{\circ} 57' 53''$ West with the proposed west right of way line of SH 195 for a distance of 522.74 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1724+68.59;
5. THENCE North $35^{\circ} 25' 31''$ West continuing with the proposed west right of way line of SH 195 for a distance of 250.91 feet to the POINT OF BEGINNING, said described tract containing 2.157 acres (93,956 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris
Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: March 7, 2007

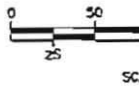
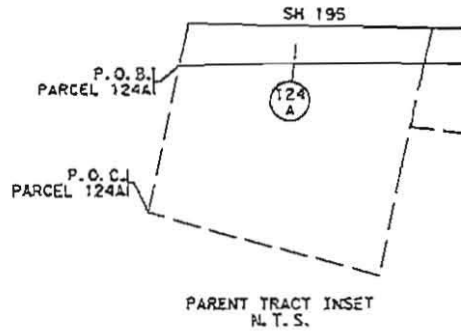


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LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- ⊠ CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP "RODS SURVEYING INC." PROPERTY LINE
- ⌒ RECORD INFORMATION
- SURVEY LINE
- - - - PROPOSED DRAINAGE EASEMENT
- ||| ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CMB CHORD BEARING
- CHD CHORD DISTANCE
- B.L. BUILDING SETBACK LINE (PER PLAT)
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



I, SCOTT MORRIS, HEREBY CERTIFY THAT THE MAP OR PLAT IS TRUE AND CORRECT AND THE SURVEY MADE UNDER MY SUPERVISION ON THE GROUND AND IS BASED ON DATA GATHERED BETWEEN FEBRUARY 2001 TO OCTOBER 2006

Scott Morris March
 SCOTT MORRIS, R.P.L.S. # 5076

NOTES:

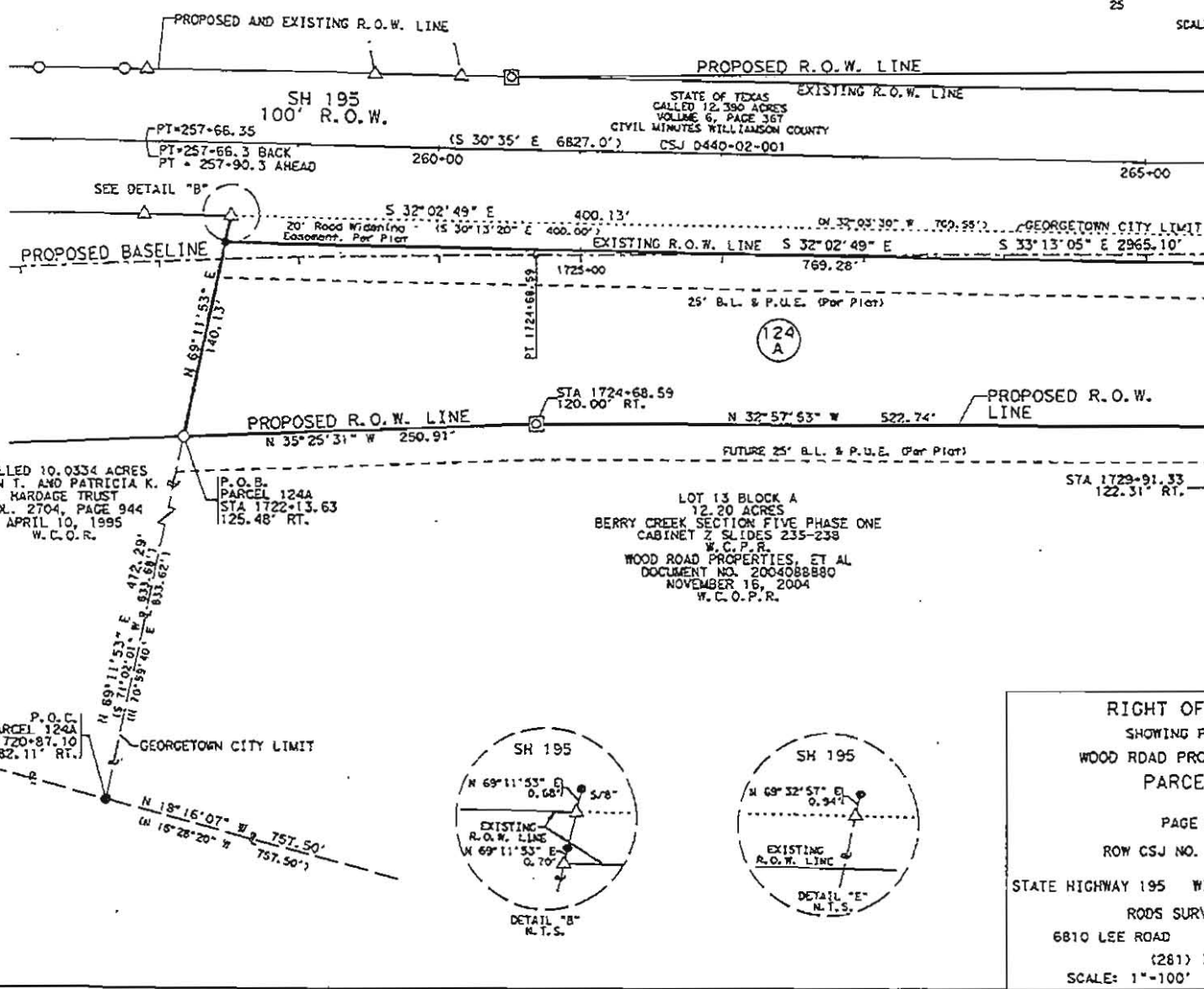
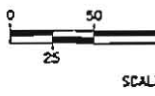
1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS T27 A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
				LEFT		RIGHT	
ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.
12.20	531,432	2.157	93,956			10.043	437,476

TEXAS DEPARTMENT OF TRANSPORTATION
 © 2004

RIGHT OF WAY
 SHOWING PROPOSED
 WOOD ROAD PROPERTY
 PARCEL
 PAGE 3
 ROW CSJ NO. 195
 STATE HIGHWAY 195 WILSON
 RODS SURVEY
 6810 LEE ROAD
 (281) 371-1111
 SCALE: 1"=100'

W. ROBERTS SURVEY, A-524



RIGHT OF
SHOWING PR
WOOD ROAD PROP
PARCEL

PAGE 4

ROW CSJ NO.

STATE HIGHWAY 195 WI
RODS SURV
6810 LEE ROAD
(281) 3
SCALE: 1"=100'

INCL 181111000018 0171017-20036-005 SH 195 ROW ROAD CURR/INT/DO/CE/LS/PHASE2-PO/1240-INT/01.000
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61500

STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.3553 ACRE OF LAND SITUATED IN
W. ROBERTS SURVEY
ABSTRACT 524
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.3553 ACRE (15,476 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 13, BLOCK A, BERRY CREEK SECTION FIVE, PHASE ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET Z, SLIDES 235-236 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found in the south line of said Lot 13 for the northwest corner of Lot 12 and the northeast corner of Lot 11, both of said Block A, Berry Creek Section Five, Phase One;

THENCE with said south line of the Lot 13, same being the north line of said Lot 12, N69°32'56"E a distance of 205.31 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set for the POINT OF BEGINNING of the tract described herein;

THENCE leaving said south line of Lot 13 and said north line of Lot 12, crossing said Lot 13 the following two (2) courses and distances:

1. N32°57'53"W a distance of 511.79 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set, and
2. N35°25'31"W a distance of 261.97 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set in the north line of said Lot 12, same being the south line of a called 10.0334 acres tract as described in a Warranty Deed to John T. and Patricia K. Hardage Trust and recorded in Volume 2704, Page 944 of the Official Records of Williamson County, Texas, and from which a 1/2-inch iron rod found for the northwest corner of said Lot 13, same being the southwest corner of said 10.0334 acres tract, bears S69°10'13"W a distance of 425.71 feet;

THENCE with said north line of Lot 13 and said south line of the 10.0334 acres tract, N69°10'13"E a distance of 20.67 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found at the intersection of said north line of Lot 13 and said south line of the 10.0334 acres tract with the proposed west right-of-way line of State Highway No. 195, a varying width right-of-way, bears N69°10'13"E a distance of 25.83 feet;

THENCE leaving said north line of Lot 13 and said south line of the 10.0334 acres tract, crossing said Lot 13 the following two (2) courses and distances:

1. S35°25'31"E a distance of 257.19 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF BSMT" set, and

A handwritten signature in black ink, appearing to be the initials "AP" or similar, written in a cursive style.

2. S32°57'53"E a distance of 516.65 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said south line of Lot 13 and said north line of Lot 12, and from which a 1/2-inch iron rod with plastic cap stamped "RPLS 5784" found at the intersection of said south line of Lot 13 and said north line of Lot 12 with said proposed west right-of-way line of SH 195, bears N69°32'56"E a distance of 25.61 feet;

THENCE with said south line of the Lot 13 and said north line of Lot 12, S69°32'56"W a distance of 20.49 feet to said POINT OF BEGINNING and containing 0.3553 acre.

THE STATE OF TEXAS
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of April 2010, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



[Signature] 4/5/2010
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 - State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in February of 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VBXH-124A-26903.dgn, dated April 5, 2010, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

[Handwritten initials]

- LEGEND:**
- ⊗ FOUND TxDOT BRASS MONUMENT
 - ⊙ FOUND 1/2" IRON ROD (UNLESS NOTED)
 - △ CALCULATED POINT
 - 1/2" IRON ROD SET W/ HALF ESMT CAP
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 - O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - I.R.F. IRON ROD FOUND (SIZE NOTED)
 - () RECORD INFORMATION
 - /// NOT TO SCALE

JOHN T. & PATRICIA K. HARDAGE TRUST
 (10.0334 AC.)
 VOL. 2704, PG. 944
 O.R.W.C.T.

CAP STAMPED
 'RPLS 5784'

GRAPHIC SCALE
 1"=100'

0' 50' 100' 200'

PROPOSED ESMT.
 15,476 SQ. FT.
 0.3553 AC.

W. ROBERTS SURVEY, A 5 2 4

SAUNG ZIN PARK
 DOC. # 2009038897
 O.P.R.W.C.T.

LOT 13, BLOCK A
 BERRY CREEK SECTION FIVE, PHASE ONE
 CAB. Z, SLIDES 235-236
 P.R.W.C.T.

30' WIDE TEMPORARY
 CONSTRUCTION ESMT.
 23,211 SQ. FT.
 0.5329 AC.

LINE	BEARING	DISTANCE
L1	N 69° 10' 13" E	20.67'
L2	N 69° 10' 13" E	25.83'
L3	S 69° 32' 56" W	20.49'
L4	N 69° 32' 56" E	25.61'

P.O.C.
 CAP STAMPED
 'RPLS 2218'

LOT 11, BLOCK A

BERRY CREEK SECTION FIVE, PHASE ONE
 CAB. Z, SLIDES 235-236
 P.R.W.C.T.

LOT 12,
 BLOCK A

CAP STAMPED
 'RPLS 5784'

S.H. 195
 (100' R.O.W.)
 CSJ 0440-01-036
 CSJ 0440-02-012

HALFF
 4001 W. BRAKER LANE, SUITE 410
 AUSTIN, TEXAS 78759-3328
 TEL (512) 252-8184
 FAX (512) 252-8141

SH 195 UTILITY
 EASEMENT FOR
 PARCEL 124A

Project No.: 28903
 Issued: 4/5/2010
 Accompanying File Name:
 SV-LD-124A-28903.dwg

Parcel 124A
CSJ: 0440-02-012

EXHIBIT "C"

**SPECIAL WARRANTY DEED
SH 195 Right of Way**

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed State Highway 195 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, SAUNG ZIN PARK, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 2.157 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 124A).

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

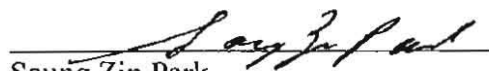
Grantors reserve all of the oil, gas and other minerals and all subsurface water, in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH 195, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 19 day of April, 2010.

GRANTOR:


Saung Zin Park

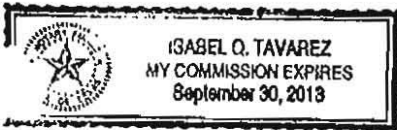
ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Pecos

§
§
§

This instrument was acknowledged before me on this the 19 day of April, 2010 by Saung Zin Park, in the capacity and for the purposes and consideration recited herein.



Isabel Q. Tavaréz
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:

EXHIBIT "D"

WATER LINE EASEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

DATE: 4 / 19 , 2010

GRANTOR: SUANG ZIN PARK

GRANTOR'S MAILING ADDRESS: 902 N. Gverts St
 Ford Stockton, TX 79738

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district
 of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
 Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby further grants, sells, and conveys to Grantee a temporary construction easement (the "Temporary Construction Easement") upon and over the Temporary Construction Easement Tract (hereinafter defined) for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall terminate one year after Grantee has completed initial construction of the initial authorized improvements in the Water Line Easement.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land across, over and under the following described real property:

All of that certain 0.3553 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 124A--WE).

The "Temporary Construction Easement Tract" is defined as a tract of land thirty feet (30') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

All of that certain 0.5329 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, more particularly as shown on the sketch attached to Exhibit "A", said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, with the exception permitted uses that are authorized in writing by Grantee, or as otherwise permitted or authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 19 day of April, 2010.

GRANTOR:

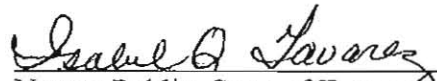

Suang Zin Park

Acknowledgment

STATE OF Texas §
 §
COUNTY OF Pecos §

This instrument was acknowledged before me on the 19 day of April, 2010, by Suang Zin Park, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)


Notary Public, State of Texas



After recording return to:
Chisholm Trail Special Utility District
P. O. Box 249
Florence, Texas 78727